1 2 3 4 JS-6 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA 10 MOA MOA, INC., Case No. CV 18-6110-MWF (JCx) 11 Plaintiff, 12 The Honorable Michael W. Fitzgerald, v. United States District Judge 13 NEW MOA COLLECTION, et al., 14 Defendants. JUDGMENT AFTER JURY TRIAL 15 NEW MOA COLLECTION, et al., 16 17 Counterclaimants, 18 v. 19 MOA MOA, INC., 20 Counter-Defendant. 21 This action came on regularly for jury trial between January 21, 2020 and 22 January 28, 2020, in Courtroom 5A of this United States District Court. Plaintiff 23 and Counter-Defendant Moa Moa, Inc. was represented by Scott P. Shaw, Aaron 24 L. Renfro, and Alexandra Jarvis of Call and Jensen APC. Defendants and 25 Counterclaimants New Moa Collection and Won Young Chang, individually and 26 doing business as Moa Collection, were represented by James W. Ahn and Stephen 27 J. Weaver of AHN IP Law. 28

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

///

A jury of eight persons was regularly empaneled and sworn; seven jurors deliberated. Witnesses were sworn and testified and exhibits were admitted into evidence. After hearing the evidence and arguments of counsel, the jury was duly instructed by the Court and the cause was submitted to the jury. The jury deliberated and thereafter returned a verdict as follows: **Likelihood of Confusion Question 1:** Did **Moa Moa, Inc.** prove that the use of the trademark MOA USA is likely to cause confusion with the use of its trademark MOA MOA in the marketplace? (The meaning of "likely to cause confusion" is defined in Instruction No. 14.) Yes X No \_\_\_\_ Please proceed to Question 2. **Question 2:** Did **Moa Moa, Inc.** prove that the use of the trademark MOA COLLECTION is likely to cause confusion with the use of its trademark MOA MOA in the marketplace? (The meaning of "likely to cause confusion" is defined in Instruction No. 14.) Yes X No If you answered "Yes" to either Question 1 or Question 2, please continue to Question 3 on page 2. If you answered "No" to both Questions 1 and 2, please skip all the remaining questions and then sign and date the form on page 7. /// ///

1	First Use Dates (Moa Moa, Inc.)
2	
3	Question 3: By on or about what date did Moa Moa, Inc. first use the
4	trademark MOA MOA? (The meaning of "use" is defined in Instruction No. 15.)
5	Moa Moa, Inc. has the burden of proving the date of its first use.
6	
7	Date: May 1, 1998
8	Please proceed to Question 4.
9	
10	Question 4: By on or about what date did Moa Moa, Inc. first use the
11	trademark MOA MOA with sufficient market penetration throughout the United
12	States? (The meaning of "sufficient market penetration" is defined in Instruction
13	No. 16.) <b>Moa Moa, Inc.</b> has the burden of proving sufficient market penetration.
14	If you find MOA MOA never achieved sufficient market penetration, then
15	write "NEVER" for your answer.
16	
17	Date:1999
18	Please proceed to Question 5.
19	
20	First Use Dates (New Moa Collection)
21	
22	Question 5: By on or about what date did New Moa Collection first use the
23	trademarks MOA USA or MOA COLLECTION? (The meaning of "use" is
24	///
25	///
26	///
27	///
28	///

1	defined in Instruction No. 15.) New Moa Collection has the burden of proving the
2	date of its first use.
3	If you find that a trademark was never used, then write "NEVER" for your
4	answer.
5	
6	Date for MOA USA: February 26, 1999
7	Date for MOA COLLECTION: February 26, 1999
8	Please proceed to Question 6.
9	
10	Question 6: By on or about what date did New Moa Collection first use the
11	trademarks MOA USA or MOA COLLECTION with sufficient market penetration
12	throughout the United States? (The meaning of "sufficient market penetration" is
13	defined in Instruction No. 16.) <b>New Moa Collection</b> has the burden of proving
14	sufficient market penetration.
15	If you find that a trademark was never used or never achieved sufficient
16	market penetration, then write "NEVER" for your answer.
17	
18	Date for MOA USA: February 26, 1999
19	Date for MOA COLLECTION: February 26, 1999
20	Please proceed to Question 7.
21	
22	First Use Dates (Moa Collection)
23	
24	Question 7: By on or about what date did Moa Collection first use the
25	trademarks MOA USA or MOA COLLECTION? (The meaning of "use" is
26	defined in Instruction No. 15.) <b>Moa Collection</b> has the burden of proving the date
27	
28	

1	of its first use.
2	If you find that a trademark was never used, then write "NEVER" for your
3	answer.
4	
5	Date for MOA USA: February 26, 1999
6	Date for MOA COLLECTION: May 16, 1995
7	Please proceed to Question 8.
8	
9	Question 8: By on or about what date did Moa Collection first use the
10	trademarks MOA USA or MOA COLLECTION with sufficient market penetration
11	throughout the United States? (The meaning of "sufficient market penetration" is
12	defined in Instruction No. 16.) Moa Collection has the burden of proving
13	sufficient market penetration.
14	If you find that a trademark was never used or never achieved sufficient
15	market penetration, then write "NEVER" for your answer.
16	
17	Date for MOA USA: February 1999
18	Date for MOA COLLECTION: 1997
19	Please proceed to Question 9.
20	
21	<u>Privity</u>
22	
23	Question 9: Did New Moa Collection prove that New Moa Collection is
24	in privity with <b>Moa Collection</b> ? (The meaning of "privity" is defined in
25	Instruction No. 17.)
26	
27	Yes <u>X</u> No
28	Please proceed to Question 10.

1	Legally Equivalent
2	
3	Question 10: Did New Moa Collection prove that the trademark MOA
4	USA is legally equivalent to the trademark MOA COLLECTION? (The meaning
5	of "legally equivalent" is defined in Instruction No. 18.)
6	
7	Yes <u>X</u> No
8	Please proceed to Question 11.
9	
10	<u>Delay</u>
11	
12	Question 11: By on or around what date did Moa Moa, Inc. know or
13	should have known that either Moa Collection or New Moa Collection was using
14	the trademarks MOA COLLECTION or MOA USA? (The meaning of "should
15	have known" is defined in Instruction No. 22.) Moa Collection and New Moa
16	Collection have the burden of proving the date.
17	If you find that a trademark was never used, then write "NEVER" for your
18	answer.
19	
20	Date for MOA COLLECTION: 2017
21	Date for MOA USA: 2017
22	Please proceed to Question 12.
23	
24	Question 12: By on or around what date did Moa Collection or New Moa
25	Collection know or should have known that Moa Moa, Inc. was using the
26	trademark MOA MOA? (The meaning of "should have known" is defined in
27	Instruction No. 22.) Moa Moa, Inc. has the burden of proving the date.
28	Date:1998

Now, therefore, pursuant to Rules 54 and 58 of the Federal Rules of Civil Procedure, **IT IS HEREBY ORDERED**, **ADJUDGED**, **AND DECREED** that final judgment in this action be entered as follows:

- 1. No relief or declaratory judgment is awarded to any party.
- 2. As to Plaintiff's claims, judgment is entered in favor of Defendants New Moa Collection and Won Young Chang, individually and doing business as Moa Collection, and Plaintiff Moa Moa Inc. shall take nothing.
- 3. As to Counterclaimants' claim, judgment is entered in favor of Counter-defendant Moa Moa Inc., and Counterclaimants New Moa Collection and Won Young Chang, individually and doing business as Moa Collection, shall take nothing.
- 4. No party shall recover its or his costs.

Dated: August 21, 2020

MICHAEL W. FITZGERAL United States District Judge